PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SEVEN TWO SIX STUDIOS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of August 1, 2016, between the City of Avondale, an Arizona municipal corporation (the "City"), and Seven Two Six Studios, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, CR 16-014 "Graphic Design Services" (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for (i) the design of graphics that can be communicated across multiple mediums and (ii) the graphic design of collateral items to support coordinated citywide media campaigns, event and programs (the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2017 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery agreement for Services as described in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference. Services shall only be provided when the City identifies a need and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Consultant shall provide the Services to the City on an as-required basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written acknowledgment between the parties describing the Services to be provided (each, a "Task Order"). Each Task Order issued for Services pursuant to this Agreement shall be (i) in the form provided and approved by the City for the Services, (ii) contain a reference to this Agreement and (iii) be attached to hereto as Exhibit D and incorporated herein by reference. By signing this Agreement, Consultant acknowledges and agrees that Task Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The City shall pay Consultant for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $20,000.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed $100,000.00.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents and Work Product Ownership and Assignment. All documents and any works produced by, prepared, and submitted to the City by Consultant as part of the Services pursuant to this Agreement, including any and all intellectual property rights thereto (the "Work Product") shall be the property of the City. Consultant hereby assigns to City exclusively all rights, title and ownership in all of the Work Product, as it is created by Consultant for City. To confirm the City's rights of ownership and copyright, Consultant agrees to execute any necessary documents, to deliver such documents to City and otherwise cooperate fully with the City upon request. Consultant warrants that all of the Work Product developed and created by Consultant for City will be Consultant's original work and will not incorporate any material belonging to others.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30

calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Information Technology.

7.1 Limited Access. If necessary for the fulfillment of this Agreement, City may provide Consultant with non-exclusive, limited access to the City's information technology infrastructure. Consultant understands and agrees to abide by all City policies, standards, regulations and restrictions regarding access and usage of City's information and communication technology resources. Consultant shall enforce all such policies, standards, regulations and restrictions with all Consultant's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement. Consultant's employees, agents and subcontractors must receive prior, written approval from City before being granted access to the City's information and communication technology resources and data. The City, in its sole determination, shall determine accessibility and limitations thereto. Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

7.2 Data Confidentiality. All City data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Consultant in connection with this Agreement, are confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the City Manager or authorized designee, (i) disclose data generated in the performance of the Services to any third party or (ii) use City data and information.

7.3 Data Security. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When City information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed or reconstructed.

7.4 Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, Consultant shall notify the City Manager, or authorized City designee, immediately. Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

7.5 Cessation of Operation or Support. If Consultant ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign the obligation of the Services at reasonable cost as set forth in this Agreement, the Consultant shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its use of the software.

7.6 Disengagement. In the event the Agreement is terminated by either party, Consultant agrees to return to the City all of its data (including the originals and all copies of the Work Product), in usable and normalized format (in hard copy, on disk, on tape or in other form as requested by the City), within 30 days of notice of termination. There shall be no charge for the return of City data and the Work Product to the City.

7.7 Survival. The obligations of Consultant under this Section shall survive the termination of this Agreement.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work, services or warranties of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery

(subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned,

hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure

of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements

have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: David W. Fitzhugh, City Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Seven Two Six Studios, Inc. 13402 South 186th Drive Goodyear, Arizona 85338 Attn: Chris Weir

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and

its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Task Order, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive

obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
David W. Fitzhugh, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Consultant**"

SEVEN TWO SIX STUDIOS, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared _____ _____, the _____ of SEVEN TWO SIX STUDIOS, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

_____
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SEVEN TWO SIX STUDIOS, INC.

[Consultant's Proposal]

See following pages.

Seven Two Six Studios, Inc.
13402 S. 186th Dr.
Goodyear, AZ 85338
Phone: 623.850.5401
E-mail: kevin@726studios.com

PROPOSAL

RFP (CR 16-014)

Graphic Design Services

PREPARED FOR:

The City of Avondale

Community Relations Department

Loretta Browning
Phone: 623.333.2029
E-mail: lbrowning@avondale.org

Proposal Issued:
05/12/2016

Proposal Valid to:
08/12/2016

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May 12, 2016

Chris Weir
Seven Two Six Studios, Inc.
13402 S. 186th Dr.
Goodyear, AZ 85338

Dear Ms. Browning,

Seven Two Six Studios, Inc. (hereafter 726 Studios) is pleased to submit this proposal for your consideration for the City of Avondale Graphic Design Services RFP (CR 16-014). We have conducted an in-depth evaluation of the requirements for graphic design services as detailed in the RFP, and we believe our agency is the best choice to fulfill the needs of the City of Avondale.

726 Studios is a full-service advertising agency based in neighboring Goodyear, AZ. We have been in operation since 2007 and have had the privilege to work on multiple projects and campaigns with municipalities, government entities, and large complex organizations.

We believe very strongly that we have the experience and structure necessary to provide the City of Avondale with the best possible service and production. Our staff of dedicated professionals are focused on ensuring our Clients are not only amazed by their unique experience with our Agency, but proud to show off the projects they entrust us with producing. We take that opportunity very seriously.

Moreover, our service model and full range of available services, adds a very high level of convenience and consistency for our Clients. Our service offerings include the creative planning, production, and management/tracking of the following categories: Graphic Design, Content Publishing/Copywriting, Local Saturation, Video Production, Photography, Digital Services, Website Design, Social Media Management, and Media Buying.

726 Studios is fully staffed and prepared to begin fulfillment of any needs the City of Avondale may have immediately.

Thank you again for taking the time to consider our proposal, and we would be more than happy to discuss our proposal further.

Sincerely,

Chris Weir
CEO & Creative Director
Seven Two Six Studios, Inc.
chris@726studios.com

General Information

726 Studios was formed in 2007 in Cleveland, TN, a small town just outside of the Chattanooga Market, by Chris Weir. Chris remains CEO and Creative Director today. His focus has always been building an agency that is defined by Purpose, not profits. Every single team member commits to our ethos: “Our successes will drive change in our industry and provide us with the means to be productive and contributive members of our communities”.

“We will cultivate an environment to recruit and retain the best talent, the talent to produce and deliver the best work, and the work to attract and impress the best clients.”

Vendor Identification Information

Legal Name:	Seven Two Six Studios, Inc.
Principle Address:	13402 S. 186th Dr. Goodyear, AZ 85338
EIN:	47-4582347
Legal Form:	Corporation
ACC File #:	2019488-3

Prior Contracts

Contract Terminations in Past Five Years:
We have had no contracts terminated in the past five years.

Contracts Resulting in Arbitration or Litigation in Past Five Years:
We have had no contracts result in arbitration or litigation

Experience and Qualifications

726 Studios has been in business for over nine years. Our Creative Director and Agency Director have a combined experience of nearly 40 years in advertising. Through the years, we have been extremely fortunate to have the opportunity to work on many unique and challenging advertising campaigns and projects.

Our extensive list of service offerings has been a key contributor to our exposure to many different types of campaigns and projects.

Strategic & Creative Planning

Based in the concept of selective consumption, our team excels at making strategic recommendations based on the intelligence gained from performance data and our insight gained from decades of experience.

Branding & Graphic Design

The importance of functional, relevant, and strategic design cannot be overstated. Our Graphic Design services provide our clients with award-winning and effective graphic design within their budget.

Video Production

726 Studios has won numerous awards for our video productions. Video is such an integral part of advertising today, whether for TV or for the Web, high quality productions are incredibly important.

Website Design, SEO, and Social Media

Highly functional and optimized websites are essential today. Relevant content and keyword frequency is crucial to being found online. Social Media is crucial for communicating with your audience on an ongoing basis. Yes, we can do that too.

Content Marketing

Content is King. Not only are search engines demanding more and better content, so is the general public. Our copywriters are professionally trained writers, and they are certified by Google in Analytics and AdWords.

Local Saturation & Media Buying

Reaching deep within a community is crucial for local businesses and organizations. Our Local Saturation & Media Buying services helps our clients reach the people of their area on much more effective levels, all while keeping consistent and strategic branding.

Service Experience

Rhea County, TN - 2011

In late 2010, we were contacted by Mr. George Thacker, the Mayor of Rhea County, TN. The Mayor was heading up a new tourism initiative, as the local government had made great strides at cleaning up their local parks and camping areas, plus they had realized a strong economic boost as a large national manufacturer had just built a new factory in their county.

The Mayor asked that we develop a concept that reflected the laid back atmosphere of Rhea County coupled with the beauty of their area and the opportunities they offered for living, working, and playing. So we created, “Life Less Complicated”.

In cooperation with various departments and elected officials, we created a logo and graphics for the campaign and produced a series of four TV commercials.

We also advised the Mayor on media placement and promotion to ensure the county received optimum exposure.

The campaign was a huge success. The county ran the TV spots for two years and saw a significant increase in tourism to their area. We also won an Addy award in 2012 for the video productions we did.

Contact

Mayor George Thacker
375 Church St., Suite 215,
Dayton TN 37321
423.775.7801
rheamayor@rheacounty.org

Service Experience

Tennessee State Veteran's Homes - 2012

In Tennessee, the Veteran's Nursing Homes have statewide oversight provided by the TN State Veteran's Home Board. In southeast TN, the board formed a council called the Southeast TN Veteran's Home Council for the purpose of spearheading an effort to get a new home built in that area.

We were first contacted by the Council and hired to create a complete branding package, collateral materials, presentation materials, a TV commercial, radio commercial, and we filmed and produced a 30-minute documentary film for them.

Shortly thereafter, the state Board contacted us wanting us to produce a short documentary film for them promoting the current operating homes in the state.

Both projects engaged our entire staff of professionals: creative, copywriting, graphic design, video production, website design, and digital.

Contact

Joe Davis
155 N Ocoee St.
Cleveland, TN 37311
423.728.7100
jdavis@bradleyco.net

Service Experience

Republic Parking - 2014

In early 2014, Republic Parking, one of the largest parking enforcement companies in the nation, rolled out a new division of their company called Municipal Citation Solutions and two new products called Violating and Ticketing System (VATS) and Event Violating and Ticketing System (EVATS).

Republic turned to 726 Studios to produce the marketing and advertising for the roll out of the new division and the two new services.

Our first task was to create complete branding packages for the division and the products, to include logos, collateral, sales sheets, mailers, and more. We also built a brand new website for the new division.

When we completed the branding package and website, we then created a series of six different website videos, all complete with custom animations and motion graphics.

This campaign was another example of our entire team getting involved in the creative and production, and our ability to work with a large organization with many different layers of oversight and requirements.

Contact

Scott Titmus
633 Chestnut St. Ste. 2000
Chattanooga, TN 37450
423.756.2771
stitmus@republicparking.com

Key Positions

We believe that in order to scale a transformational agency, the collective strength, reputation, and capabilities of the agency as a whole, is the most important factor. Our agency is built on a culture of "we", succeeding and failing as one. We are led with an air of openness in which professionals at all levels are involved in agency strategy and decisions, and heavily engaged in our growth and success.

Although our leaders may be the highest profile members of our team, they go to great lengths to not overshadow the professionals who make up our team. Our leaders assume full responsibility when things go wrong, and turn the spotlight on the team when things go right. They take greater pride in the success and development of our professionals, than in their own achievements and accolades. We strive to build a culture that encourages and rewards creativity and innovation.

Below is a list of our Senior Personnel and leaders.

Chris Weir

CEO & Creative Director - 18 years experience

Chris is responsible for the oversight of Creative Planning and Production during all phases of a project. He has 18 years of experience in advertising project management in agencies and businesses alike. He was also a Supply Sergeant in the US Army and served a tour of duty in Iraq with the 101st Airborne Division.

Kevin Miller

Agency Director - 20 years experience

Kevin is responsible for our Client Services team and will be the primary point of contact for each project. He has over 20 years of marketing and project management experience and he has worked with some of the largest companies in AZ, including Shamrock Foods and Van Tuyl Automotive.

Serena Webb

Senior Graphic Designer - 18 years experience

Serena is our Agency's Senior Graphic Designer and will be either an oversight role or direct designing role on each graphics project. She has over 18 years of graphic design experience including serving as Director of Marketing for Actors Theatre of Phoenix.

Key Positions - Continued

Combined
91+
Years' Experience

Mark Rayburn

Graphic Designer - 12 years experience

Mark is one of our Graphic Designers and he specializes in logo designs, brand identities, and print design. He has over 12 years of experience in graphic design including tenure as senior graphic designer for Uhaul. He works in oversight roles and designing roles for projects.

Wesley Chaderton

Copywriter - 3 years experience

Wes is one of our Copywriters and he is responsible for translating ideas into words. He is involved in both content publishing and creative planning. He has 3 years of copywriting experience at some of the leading agencies in AZ. He is also certified in AdWords and Social Media.

Scott Deluzio

Website Designer – 5 years experience

Scott is affectionately known as our "Web Guy". An expert at website design and software development, he is a huge asset to our agency and our clients. He has over 5 years of experience in website design and CRM design and management. He is also a veteran of the Army National Guard including a deployment to Afghanistan.

Jeff Webbe

Videographer - 15 years experience

Jeff is one of our Videographers and Photographers, and he is responsible for all aspects of filming and photography, including lighting, audio, and camera operation. Jeff has over 15 years of experience in photography and videography and also been in law enforcement and a licensed pilot for 20 years. What a guy.

Project Approach

We love process. Call us OCD, some have even called us crazy. But we love process. And for two reasons:

There is something extra special about a project that goes smoothly, stays on schedule, stays on budget, and ends with a happy client. We believe that if we have a clear process in place to follow, we have a much better chance of ensuring we complete every single project with a satisfied team and client.

The second reason we love process is protection from ourselves. In our business, process is the one thing we can rely on. As long as the process isn't restrictive, and remains flexible enough to react and adapt to different situations that may arise, we can always fall back on it.

When we are busy and pulled in multiple directions, our process makes sure we don't miss the little things. And the little things are always the biggest.

Efficiency and Productivity

System-wide efficiency and productivity are essential to our business model. Any weaknesses or flaws within the agency's processes or people are quickly exposed and remedied. We approach every project thinking of how to be better.

Services

We build fully integrated media, marketing, and advertising projects that adhere to the principles of selective consumption – giving our clients only what they need and never charging for things they don't. We strive to be trusted advisors to our clients, not just vendors.

Pricing

We offer standardized services with value-based pricing. By continuing to improve efficiency in production and service, we make our agency more profitable while making our services more affordable and effective for our clients. Efficient process drives reasonable pricing and higher quality production.

Technology

We fully immerse our agency in technology. Cloud platforms play a key role in our growth and adaptability. We continue to expand our knowledge and utilization of technology that improves our efficiency and effectiveness for our clients. Involving technology in our process makes us lean, mean, and flexible. Well, maybe not mean.

Project Approach - Continued

1

Discovery – 1 to 5 Days

Each project is unique in its own ways, which is why we begin every project with discovery. Our Client Services team takes the necessary time to fully understand the unique needs and wants of that particular project.

The Client Services team will then create a detailed Project Creative Brief (Appendix B), present to the Client for approval, and then submit to our Creative Director.

2

Pre-Production – 1 to 5 Days

At this stage, our Creative Director does a review of the Project Creative Brief, and determines our production personnel and other requirements for the project. If needed, he will call an in-person brief to be conducted by the Client Services team, giving our production personnel opportunities to ask questions.

At this point our Traffic Controller enters the project into our Project Management Software and assigns tasks and to-do's for all production personnel.

3

Production – (time depends on project)

Each member of our production staff works from our Project Management Software. This software allows us to coordinate and communicate internally throughout the production of a project. Notes, files, conversations, tasks, to-do's, etc. are all stored on this software.

The Traffic Controller's role is a check and balance for our production team to keep a "20,000 ft." view of all active projects, milestones, and deadlines, and communicate those with the Creative Director. We are very focused on hitting every deadline and milestone we agree to, and the Traffic Controller is a second line of defense.

The Creative Director and Agency Director both conduct an internal review and approval of every project prior to submitting to the client for their review. This helps to ensure fewer revisions and more efficient production time. This is also the stage for client reviews.

4

Post-Production – 1 to 2 Days

Post-Production is where we conduct our final internal audits of all project files. Releases and licenses are filed, assets are archived, etc. The project is delivered according to the clients' requirements (printed, uploaded, FTP, social media posting, mailed, etc.).

After every project, the Creative Director conducts an internal After Action Review (AAR) with the production team to discuss successes and opportunities.

Project Approach - Continued

Client Services

We believe very deeply that communication is the key to success and that a vast majority of problems originate with poor communication. Therefore, we have a very high communication standard both internally and externally with our clients.

The Client Services team is responsible for all communication with our clients regarding all active projects. They are the single point of contact and have the responsibility of being the liaison between the agency and the client on all matters. This ensures communication is efficient, effective, and consistent.

The Client Services team is responsible for ensuring our clients' experience with our agency is unparalleled. We invest a great deal of resources to ensure our service meets and exceeds our clients' expectations every single time.

Superior Client Service at ***EVERY*** Level of our Agency

In an era when companies see online support as a way to shield themselves from costly interactions with their customers, it's time to consider an entirely different approach: building human-centric customer service through great people and clever technology. So get to know your customers. Humanize them. It's worth it. – Kristin Smaby

Creative and Production

Like any relationship, trust and shared values are essential to building a strong team of professionals. Every time we involve a team member on a project, we are putting our clients' success in their hands; not to mention our own brand, reputation, and success.

To work on the production or creative team at 726 Studios, one must completely and fully buy-in to our purpose. We do business differently, and our production team must be passionately supportive of that difference. Our hiring standards are very high, and our expectations for employees are even higher.

Our production team members must deliver on budget and on time with the highest quality work… period. We must have complete confidence in our professionals' ability to perform at the levels we demand.

Also, being human-centric requires that even our production professionals be respectful and supportive of our clients, even if they have no direct interaction with the client.

Our professionals expect excellence from each other and demand it from themselves.

Creative Approach Sample Project

The following scenario is based on the sample project provided in the RFP.

Project Schedule

Discovery	
Kick-Off Meeting:	May 9
Asset Delivery by City:	May 10
Pre-Production	
Creative Planning:	May 10 – May 15
Creative Plan Presented by Agency:	May 16
Creative Plan Approved by City:	May 18
Production	
Project Production:	May 18 – May 25
Proof One Presented:	May 25
Revision Process:	May 25 – May 30
Post-Production	
Project Delivery:	May 30
Final Audit by Creative Director:	May 31

Our Creative Director, Agency Director, and New Business Representative would attend the Kick-Off Meeting with appropriate personnel from the City. Our team will ensure they have a clear and concise understanding of the expectations for the calendar. We will also arrange for delivery of all assets from the City and/or discuss the schedule and requirements for our photographer to capture all needed images.

The Agency Director, New Business Representative, and the Client Services team will create the Project Creative Brief and submit to the Creative Director. The Creative Director will schedule an in-person briefing with Client Services and the assigned production personnel. He will also lead the creation of the Creative Plan to present to the City.

Once the Creative Plan is approved by the City, our Photographer would begin retouching the images, the Graphic Designers would begin designing the layout of the calendar and editing any assets. Copywriters would begin creating any content and labels in both English and Spanish, and finally all assets would be delivered to the Graphic Designers for final assembly.

When production is complete, our internal review process would begin. First receiving approval/revisions from the Creative Director and then the Agency Director. Once this process is complete, the Client Services team would present the project to the City for approval/revisions.

Once final approval is received from the City, our Traffic Controller and Senior Graphic Designer would coordinate with vendor to facilitate printing and final delivery of calendar.

Creative Approach Sample Project - Continued

Sample Project Pricing

As requested in the RFP, our pricing model and individual pricing is covered in detail in the Fee Proposal. For the purposes of this sample project, we will briefly explain the basis of our pricing structure and invite you to review the Fee Proposal for further explanation and details and how we arrive at our pricing.

We do not charge hourly billing. Instead, we have a proprietary pricing model called **To the Point Pricing®**. Instead of billing for agency outflows and time spent (which includes internal inefficiencies which we believe the Client should not be required to pay for), we focus on project value to the Client.

Each point has a set unit of value, with each project being assigned a set number of points. The value of each point for the City of Avondale would be $127.50.

For this Sample Project, we would charge a total of 41 points. This would cover all services and production labor, custom photography, creative planning, stock images/graphics (if any were needed), translation of content for English and Spanish, delivery to vendor for printing, and coordination with vendor for final delivery. It would also include the auditing and archiving of all project assets and an online Client Portal for project access.

At 41 points, the value of this project would be $5,227.50.

It is important to understand that our common practice would include a much more intense discussion regarding this project and its many layers and details prior to us providing a quote. This pricing is estimated from the information provided in the RFP and the short discussion at the Pre-Submittal Conference. The value of the project could be revised up or down depending on a more extensive Discovery Process.

Vendor Information Form

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Vendor Submitting Proposal

Seven Two Six Studio, Inc.

Federal Tax ID Number

47-4582347

Printed Name and Title

Chris Weir
CEO & Creative Director

Authorized Signature

13402 S. 186th Dr.
Goodyear, AZ 85338

623.850.5401

www.726studios.com

Small, Minority, Disadvantaged and Women-Owned Business Enterprises - check appropriate item(s):

____ Small Business Enterprise (SBE)
____ Minority Business Enterprise (MBE)
____ Disadvantaged Business Enterprise (DBE)
____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

No

PROJECT CREATIVE BRIEF

Below are the standard questions asked for each of our Project Creative Briefs.

Company Profile

A brief summary about the company, its products and its services. Include something about the brand, its personality and philosophy. Pricing and sales processes should be mentioned.

Market Info

A brief summary about the market, things creating advantages or disadvantages for company. Could be local or industry specific.

Competitors

List company's top competitors.

Project Overview

Write in a summary form what this project will produce.

Measurement Methods

Once completed, how with the final production be measured to determine success?

Target Audience – Who Are They

Who are we talking to? Explain how the audience thinks, feels, and behaves in relation to this product/service category, the company's brand, and the company's specific products/services.

Target Audience – Where Are They

General Demographics: age, race, sex, income, kids, etc.

PROJECT CREATIVE BRIEF - Continued

Target Launch Date

What is the target date or target date range for the completed production to be launched to the public?

Milestones

Are there any specific milestones required or requested by company during the production process?

Key Stakeholders

Will any of the key stakeholders have any form of time-off or periods of unavailability during the production of this project?

Project Keywords

Describe the desired tone of the project with a series of adjectives.

Audience Keywords

Describe how you want the audience to feel or react to this completed project with a series of adjectives.

Design/Message Criteria

Describe any required usage of logo, tagline, colors, layout, phrases, words, thoughts, etc. to be included in project (if any).

Internal Criteria

Describe any types of preferences or requirements from any key stakeholders that may affect the production process.

PROJECT CREATIVE BRIEF - Continued

Specifications

Provide any specifications that will be needed by production (length, size, dimensions, layout, etc.)

Likes & Dislikes

What similar projects from others does company like or dislike.

References | Background

Is there any reference or background materials available that can help us better complete this project?

Resume – Chris Weir

Professional Experience

July 2007 – Present | Seven Two Six Studios, Inc. | Goodyear, AZ
CEO & Creative Director

September 2006 – July 2007 | Pros from Dover Media | Cleveland, TN
Chief Financial Officer and Director of Marketing

February 2004 – November 2006 | Premier Mortgage Funding, Inc. | Stow, OH
Loan Officer, Director of Sales, Director of Marketing, & Branch Manager

October 2002 – February 2004 | Kelly Services | Chattanooga, TN
Account Manager

Education

Penn State University | 2010 (while in Army)
Political Science

Middle Tennessee State University | 2002
Business Administration and Marketing

Military Experience

United States Army | Supply Sgt.
July 2007 – September 2007 | Ft. Leonard Wood, MO
September 2007 – February 2008 | Ft. Lee, VA
February 2008 – December 2008 | Ft. Campbell, KY
December 2008 – December 2009 | Deployment to Iraq with 101st Airborne
December 2009 – February 2010 | Ft. Campbell, KY

Awards & Recognitions

2011 Addy | 2011 Addy | 2013 Telly | 2013 Telly | 2013 Telly | 2013 Addy | 2013 Communicator | 2014 Telly | 2016 Communicator | 2016 Communicator | 2016 Communicator

Skills & Software

Video Production | Graphic Design | Website Design | Digital Services | Google Certified | Copywriting
•Microsoft: Word, Excel, PowerPoint, Publisher
•Apple: Pages, Number, Keynote
•Adobe: Photoshop, Premier, After Effects, Illustrator, InDesign, Dreamweaver
•HTML, Visual Basic, WordPress, Joomla
•Marketing Automation and Email: Active Campaign, Constant Contact, MailChimp, etc.
•Social Media Management

Resume – Kevin Miller

Professional Experience

2015 – Present | Seven Two Six Studios, Inc. | Goodyear, AZ
Agency Director

2014 - 2015 | St. Vincent de Paul | Phoenix, AZ
Digital Marketing Manager

2012 - 2014 | Food for the Hungry | Phoenix, AZ
Digital Marketing Analyst

2008 - 2012 | Van Tuyl Auto Group | Phoenix, AZ
Marketing Director

Education

Southern New Hampshire University
Military History

Rio Salado College
Liberal Arts

Skills & Software

Video Production | Website Design | Digital Services | Google Certified
•Microsoft: Word, Excel, PowerPoint, Publisher
•Adobe: Photoshop, Premier, After Effects, Illustrator, InDesign, Dreamweaver
•HTML, CSS, WordPress
•SEO, SEM, Expression Engine
•Silverpop Certified
•Marketing Automation and Email: Active Campaign, Constant Contact, MailChimp, etc.
•Social Media Management

Resume – Serena Torres Webbe

Professional Experience

2015 – Present | Seven Two Six Studios, Inc. | Goodyear, AZ
Senior Graphic Designer

2003 – 2015 | Freelance Graphic Designer | Goodyear, AZ
Graphic Design

1998 - 2003 | Actors Theatre of Phoenix | Phoenix, AZ
Marketing Director

Education

University of Central Missouri | 2005
M.A., Mass Communication

Tyler School of Art at Temple University | 1993
B.F.A, Graphic Design & Illustration

Skills & Software

Video Production | Graphic Design | Website Design
•Microsoft: Word, Excel, PowerPoint, Publisher
•Apple: Pages, Number, Keynote
•Adobe: Photoshop, Premier, After Effects, Illustrator, InDesign, Dreamweaver

Resume – Mark Rayburn

Professional Experience

2015 – Present | Seven Two Six Studios, Inc. | Goodyear, AZ
Graphic Designer

2006 –2015 | U-Haul Corporate Headquarters | Phoenix, AZ
Computer Graphics Manager

Education

Cazenovia College | 2004
BFA, Visual Communications

Skills & Software

Graphic Design | Website Design
•Microsoft: Word, Excel, PowerPoint, Publisher
•Apple: Pages, Number, Keynote
•Adobe: Photoshop, Illustrator, InDesign

Resume – Wesley Chaderton

Professional Experience

2015 – Present | Seven Two Six Studios, Inc. | Goodyear, AZ
Copywriter

2014 - 2015 | The James Agency | Phoenix, AZ
Junior Copywriter

2013 - 2014 | Dietz & Watson | Phoenix, AZ
Brand Ambassador

Education

Penn State University | 2014
Advertising and Public Relations

Skills & Software

Digital Services | Google Certified | Copywriting
•Microsoft: Word, Excel, PowerPoint, Publisher
•Apple: Pages, Number, Keynote
•Adobe: Photoshop, Illustrator, InDesign
•Social Media Management

Resume – Scott Deluzio

Professional Experience

August 2015 – Present | Seven Two Six Studios, Inc. | Goodyear, AZ
Website Designer

March 2014 | Surprise AZ Web Services | Surprise, AZ
Freelance Web Designer

January 2011 – June 2014 | Lean Horizons Consulting | Glastonbury, CT
Director of Administration

November 2007 – January 2011 | The Hartford | Simsbury, CT
Financial Analyst

Education

Bryant College | 2004
Business Administration

Military Experience

Connecticut Army National Guard | Sgt.
2005 - 2011

Skills & Software

Website Design | Digital Services
•Microsoft: Word, Excel, PowerPoint, Publisher
•Apple: Pages, Number, Keynote
•Adobe: Photoshop
•HTML, CSS, Visual Basic, PHP, WordPress, Joomla
•Marketing Automation and Email: Constant Contact, MailChimp, etc.

Resume – Jeff Webbe

Professional Experience

August 2015 – Present | Seven Two Six Studios, Inc. | Goodyear, AZ
Videographer

1996 - 2016 | City of Phoenix Police Department | Phoenix, AZ
Internal Affairs

Education

Northern Arizona University | 2005
M.Ed.

Northern Arizona University | 2003
B.S. Education

Skills & Software

Video Production | Photography
•Microsoft: Word, Excel, PowerPoint, Publisher
•Adobe: Photoshop, Premier, After Effects
•FAA Certified Pilot (20+ years)
•Certified UAV Pilot: FAA 333 Exemption, licensed CFII Pilot

13402 S. 186th Dr. Goodyear, AZ 85338
623.850.5401 | kevin@726studios.com
www.726studios.com

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SEVEN TWO SIX STUDIOS, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

Graphic Design Services
CR 16-014

1. General Requirements.

1.1 The Services will be requested by various City departments on an "as needed" basis. Each department will designate a representative to serve as the primary point of contact for the Consultant. Consultant shall coordinate with each department representative to complete specific department projects. Consultant may be requested to work on multiple City projects at a time.

1.2 Consultant shall provide all labor, equipment, material and consumables necessary to perform the Services.

1.3 Quality of the Services must meet the highest industry standards in terms of readability and overall appearance. Acceptable quality shall be solely determined by the City.

1.4 Consultant must be able to receive and reproduce text, including but not limited to, all MS Office and Adobe file formats, as well as word processing compatible graphics via electronic files (email, internet, disk or drive).

1.5 All designs, drawings, pictures, blueprints and other materials provided by the City for use in the production of the Services shall remain property of the City and must be held confidential by the Consultant.

1.6 Consultant must be able to produce collateral items in English and in Spanish.

1.7 Proofs are required and must be submitted to the City for review and approval prior to completion of a project. If proofs are not submitted to the City for review and approval, the City reserves the right to reject and return any final project that fails to conform to the City's instructions, specifications, drawings, data or quality standards. If so rejected, all costs will be the sole responsibility of the Consultant.

1.8 Consultant must provide the City with a PDF file of the final approved project for the City's records.

1.9 If a project requires professional printing or website design, Consultant must transmit and deliver the final project to the City-contracted vendor. Consultant must coordinate with the vendor to ensure the file is delivered in a format for third-party use.

1.10 Any change in the Services that will result in additional charges to the City must be discussed with the duly authorized City representatives and approved in writing prior to production. Invoices for additional charges will not be accepted without prior written authorization.

1.11 Pricing for the Services must be all-inclusive and shall include consultation fees, use of stock images, proof changes, file delivery and rush charges, if applicable. If additional fees will be charged for the Services, the Consultant must specify how the fee will be calculated in the Fee Proposal.

2. City Graphic Design Projects. The chart below lists the various graphic design projects the Consultant may be requested to produce for the City. The City reserves the right to change the specifications as needed.

ITEM	DESCRIPTION
1.	Annual water report (calendar format): 28 pages plus cover, 11" x 17" folded to 8.5" x 11" finished size, color
2.	RAVE magazine: 9" x 11.25" finished – printed 4/4 #70 gloss book – 28 pages and covers
3.	Newsletters: 8.5" x 5", color copy, 100# gloss book
4.	Rack cards: 4" x 9" printed 4/4 on 100# gloss cover stock
5.	Posters: Quantities and specifications will vary. Generally, 11" x 17" full color print on gloss photo paper and 22" x 28" full color print on gloss photo paper
6.	Business Cards: 3.5" x 2", printed 4/4 on recycled white 14 pt. cover stock
7.	Door hangers: 4.25" x 11" printed 4/4 on 14 pt. cover, standard die cut
8.	Brochures: Quantities and specifications will vary. Overall finished size – 8.5" x 11" printed 4/4 on 100# gloss book with AQ coating, tri-fold
9.	Additional projects may include: promotional items, invitations (print and electronic), programs for special events, flyers, water bill inserts, signage, folders, billboard art, online and web based banners, logo development and publication and digital advertisements (West Valley View, azcentral.com, Arizona Republic, Arizona Parenting Magazine, etc.)

3. Project Delivery Requirements. Consultant shall perform the Services according to the delivery time frame detailed in the chart below.

ITEM	TYPE	DURATION	DELIVERABLE REQUIRED
1.	New Projects	24 hours	Confirmation of request received (via phone or e-mail is acceptable)
2.	Basic Projects	2-5 days from date of request	Project completion
3.	Tri-annual Magazine	3 weeks from date of request	Project development and completion
4.	Major Campaign Projects	2 weeks from date of request	Project development and completion

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SEVEN TWO SIX STUDIOS, INC.

[Fee Proposal]

See following page.

Fee Proposal

To The Point Pricing™ is 726 Studio's proprietary pricing model that is driven by performance and calculated by value to the Client, rather than hourly outflows of the Agency. This ensures our clients receive full and complete value for every dollar they spend with 726, regardless of the amount of time it takes us to complete the project.

Each point has a set unit of value, with each of our services being assigned a set number of points. For example, for the City of Avondale, each point has a set value of $127.50. For the sample project included in our proposal for the citywide calendar, we would charge a total of 41 points. Thus, creating the price of $5,227.50.

By focusing on the value of the project, instead of how long it takes our team to produce the project, our clients are not forced to pay for our potential inefficiencies. It also eliminates random rates for different levels of personnel. Every team member at our Agency, from the CEO down, is completely committed to ensuring our clients' projects are delivered in the highest quality and on-time, every-time. We do not believe our Clients should pay extra for that.

And ultimately, our Clients say it's just easier to understand.

Based on the projects listed in the RFP under Scope of Work item 2. and meeting the delivery requirements as listed in the same Scope of Work item 3., our pricing would be as detailed below.

We are including only our pricing for Graphic Design and translation services, as requested. However, we offer copywriting, video production, website design, digital services, photography, media buying, and more. So those services would be available if needed.

Item	Description	Points**	Total Cost*
1	Annual Water Report	**41**	**$5,227.50**
2	RAVE Magazine	**36**	**$4,590.00**
3	Newsletters	**7**	**$892.50**
4	Rack Cards	**7**	**$892.50**
5	Posters	**8**	**$1,020.00**
6	Business Cards	**1**	**$127.50**
7	Door Hangers	**7**	**$892.50**
8	Brochures	**9**	**$1,147.50**

*Total Cost is calculated by multiplying total points by point value of $127.50.
**Point amounts may change based on full briefing from City or if the City chooses to add additional services to the project, such as copywriting, photography, etc.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SEVEN TWO SIX STUDIOS, INC.

[Task Order(s)]

To be attached subsequent to execution.